

SHELTER BAY COMMUNITY, INC. LOT COMMITTEE

The Lot Committee acts on written complaints or requests for action by Community Members. Forms may be downloaded from the website: www.shelterbay.net or obtained from the office.

MISSION STATEMENT

The mission of the lot committee is to enforce the governing documents of Shelter Bay Community, Inc. pertaining to residential lots, mediate conflicts between lot owners regarding these issues and oversee the management of the storage lot facility.

GUIDELINES AND PROCEDURES

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**DRAINAGE GUIDELINES
SHELTER BAY COMMUNITY INC.**

**DECLARATION OF PROTECTIVE COVENANTS
ARTICLE IV COVENANTS AND RESTRICTIONS**

8. **Utility and Drainage Easements.** For purposes of construction and maintenance of utilities and storm drainage facilities, all lots, tracts, or parcels of said property shall be subject to a temporary easement for construction ten feet in width, and a permanent easement for maintenance five feet in width, parallel and adjacent to all lot lines in both instances.

Note: See Division 5 Covenants and Restrictions for additional easements to PSE & Verizon.

11. **Drainage.** No change in the natural drainage shall be made by any lot owner without prior approval from the committee responsible.

**ARTICLE II, ARTICLES OF INCORPORATION
PURPOSES**

2. To build, improve and maintain roadways, culverts, bridges and drainage areas, and to provide for the improving, cleaning and sprinkling of streets, and for collection and disposal of the street sweepings, garbage, ashes, rubbish and the like; to prevent and suppress fires, to provide police protection, and to make and collect charges to cover the costs and expenses therefor.

RULES AND REGULATIONS – PART I – GENERAL

I. MEMBER RESPONSIBILITIES AND DENIAL OF PRIVILEGES

- 1.2 Shelter Bay members are responsible for maintenance of their lots: mowing, clearing of overgrown brush and dead trees, drainage and ditching. Any lot that the manager deems neglected and in need of mowing will be mowed by the community and the member will be billed the customary charge.

COMMITTEE RATIONALE

Drainage problems which occur following the completion of the home or on a vacant lot are reviewed by the Lot Committee.

PROCEDURE FOR IMPLEMENTATION

1. The Lot Committee member responsible for Drainage will contact or meet with the home resident or lot owner to assess the drainage problems and, if necessary, upon discussion with the Manager, will recommend to the Lot Committee appropriate action. The owner will be notified of the action.
2. A memo of action, or a copy of the Lot Request Form, will be placed in the Lot owner's file at the Shelter Bay community office. A follow-up will be done by the committee liaison to determine if the problem has been solved.

Version	Lot Committee	BOD Approval
Original	May 1997	
Revision 1	October 1998	
Revision 2	February 2004	
Revision 3	August 2005	9/21/05
Revision 4	Updated References	10/15/08

**EXTERIOR LIGHTING
SHELTER BAY COMMUNITY, INC.**

**DECLARATION OF PROTECTIVE COVENANTS
ARTICLE IV COVENANTS AND RESTRICTIONS**

27. Exterior Lighting. Exterior Lighting of any sort which is visible from any street, community park or community beach or from any other lot in said property shall be installed only upon receipt of written permission from the committee responsible.

**RULES AND REGULATIONS – PART I – GENERAL
XIII. EXTERIOR LIGHTING**

13.1 Residential Requirements:

- a. Exterior lighting should be low wattage.
- b. Motion activated lights should be installed whenever possible.
- c. Spot and floodlights must be shielded to restrict them to the member's property.
- d. Landscape lighting should be a low voltage system.
- e. Contact the Lot Committee for recommendations and approval on any additional lighting. This may eliminate the inconvenience of removing inappropriate fixtures.

13.2 Dock, Float and Pier Lighting Requirements:

- a. All fixtures to be low level, louvered, low wattage type.
- b. No floodlighting will be allowed on docks, floats or piers.

**INFORMATION AND REGULATIONS FOR HOME BUILDING AND REMODELING
SHELTER BAY (3/8/98)**

Other Than New Construction: Any additional lights installed after building completion and deposit return must be approved by the Lot Committee.

Installation: Exterior fixtures shall be positioned so that the beam of light will project away from the street or adjacent lot and toward the owner's home or property. The light shall be shielded to accomplish the above.

All fixtures on docks, floats and piers shall be low level, louvered, low wattage type fixtures. No flood lighting is allowed.

PROCEDURE FOR IMPLEMENTATION

1. A member of the Lot Committee is assigned the responsibility to monitor exterior lighting.
2. Following a request or complaint submitted on a *Request for Lot Action* form, the member will contact the owner, assess the problem and present the information to the Committee for final approval or resolution.
3. The owner and/ or resident will be notified of the action and the process for appeal if necessary.
4. The outcome will be filed in the lot owner's file at the Shelter Bay Community office.

Version	Lot Committee	BOD Approval
Original		
Revision 1	June 1996	
Revision 2	August 2005	9/21/05
Revision 3	Updated References	10/15/08

SHELTER BAY COMMUNITY, INC.

DECLARATION OF PROTECTIVE COVENANTS ARTICLE IV – COVENANTS AND RESTRICTIONS

- 5. Trees, Shrubbery and Planting.** No tree, shrub or hedge, in excess of 6 feet in height shall be placed or planted on any of said property without the written permission of the committee responsible.

No tree, shrub or hedge shall be allowed to grow in such a manner that it becomes a nuisance, endangers or unreasonably depreciates the value or enjoyment of neighboring properties.

No native trees with a trunk in excess of 6 inches in diameter, at 5 feet above ground level, will be removed or pruned, without the written permission of the committee responsible. A native tree is considered to be any long standing tree not placed nor planted. (5/96)

Note: The above covenant has been separated into paragraphs for easier reading.

- 16. Fences.** A permit from the committee responsible is required prior to installation of a fence. For the purpose of this section the term fence shall include all types of fences and walls. No fence shall be erected, located or maintained upon any lot in a manner which would unreasonably obstruct the view from other lots; exceed a height of six (6) feet; or be located nearer than fifteen (15) feet to any roadway lot line, or in the case of lots fronting on Swinomish Channel or waterways connected thereto, no nearer than twenty-five (25) feet from the top of the bank. Fences shall be of wood, stone, brick or other acceptable material and be of a color harmonious with the surroundings. Variances from these requirements will be allowed only upon written permission from the committee responsible. (5/92, 5/09)

COMMITTEE RATIONALE

This covenant attempts to clarify the community intent on managing the treatment and growth of trees, shrubbery and plantings throughout Shelter Bay in a manner that allows lot owners to enjoy their property yet respect the safety, enjoyment and property value of neighbor's property and the community at large.

LOT COMMITTEE GUIDELINES

1. In general, pruning of trees and shrubbery should follow established practices.
2. In reviewing requests to restore or maintain a view, the Committee weighs the following considerations:
 - a. Is the view obstruction such that the aesthetic or monetary value of the residential site is significantly degraded?
 - b. The percentage of the view obstructed. Are key elements of the view hidden?
 - c. Is this growth a nuisance to neighboring lots, (i.e. habitat for rodents, infestation by insects, weed contamination, spreading roots or brambles, overhanging branches) or a danger to the safety of the resident or neighbors?

- d. The following alternatives will be considered:
 - i. Removal and/ or replacement of trees with manageable trees or shrubbery.
 - ii. Thinning (a removal of not more than 1/4 of the leaf area).
 - iii. Windowing (balanced removal of limbs that does not remove more than 1/4 of the leaf area).
 - iv. Skirting (removal of branches at the base of the tree to a height no greater than 1/3 of the trees visible height).
3. Tree management for view:
- a. “View Creation” is defined as establishing a new view that did not exist when the current homeowner purchased the lot. The committee should try to create the view with the minimum of tree removal by windowing, skirting, trimming and topping where possible. Adjacent lot owners’ input must be considered by the committee in making its decision. The homeowner requesting the work will bear the cost of view-creation actions. It would be advantageous for owners to coordinate with other neighbors to participate in the cost, as they, too, will benefit.
 - b. “View Restoration” is defined as reestablishing the view that the homeowner had when the lot was purchased. The committee should try to restore the view with the minimum of tree removal by windowing, skirting, trimming and topping where possible. Adjacent lot owners’ input must be considered but is not binding. The owner or sublessee of the lot on which the obstructing growth exists shall bear the cost of the view restoration or maintenance.
4. Undeveloped lots covered with vegetation and underbrush may be considered to be in a natural state and do not need to be cleared except under the following situations:
- a. Vegetation which have become overgrown and block the view of neighboring properties or become a danger or fire hazard.
 - b. The lot becomes a repository for trash or debris.
 - c. Vegetation which become infested or constitute a nuisance to adjoining properties.
5. After the tree or shrubbery is removed or pruned, the landscape should be restored in a manner acceptable to the Lot Committee.

PROCEDURE FOR IMPLEMENTATION

1. If a resident is concerned about a hazardous tree on an adjacent neighbor's property, the Lot Committee, upon receiving the *Request for Lot Action* form, will encourage neighbors to work out a signed agreement on the action needed. The Committee may recommend that the owner have a qualified arborist or tree specialist examine the tree if there is a question on the condition and health of the tree. The Committee may request that the two owners share the cost of the arborist. If the arborist recommends removal or pruning of the tree, the owner will be responsible for the cost of the pruning or removal unless the two owners agree to share the costs.
2. If two neighbors are involved in a request for tree removal, both parties will be asked to monitor the cutting of the trees. If not in attendance the owner must sign an approval specifying how the tree(s) may be cut or trimmed.

3. The Lot Committee may determine that a Lot Committee member monitor the action taken particularly on cutting of multiple trees.

Version	Lot Committee	BOD Approval
Original	April 1997	
Revision 1		November 1998
Revision 2		February 2003
Revision 3		March 2003
Revision 4	August 2005	9/21/05
Revision 5	Updated References	5/30/09

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**LAUNDRY GUIDELINES
SHELTER BAY COMMUNITY INC.**

**DECLARATION OF PROTECTIVE COVENANTS
ARTICLE IV, COVENANTS AND RESTRICTIONS**

14. **Laundry.** No outside clothes lines or drying racks are permitted.

COMMITTEE RATIONALE

The Lot Committee requests removal of a clothesline visible from the road, waterways, or neighbor's lots. Temporary, removable, small drying racks are permissible (for swimming suits, etc.) on a short time basis (a few hours).

PROCEDURE FOR IMPLEMENTATION

1. A Lot Committee member is assigned to serve as the Committee liaison on matters relating to laundry.
2. Following a complaint, the member will contact the owner, assess the problem and present the information to the Committee for final approval or resolution. A letter will be sent to the home owner requesting compliance to the Protective Covenants and/or Guideline, with a specific date for correction. A follow-up call is made by the liaison representative.
3. If corrective action does not take place to the satisfaction of the committee, the matter will be referred to the Rules Committee. The owner will be notified that it has been referred and informed of the appeal process and time limitations.
4. A copy of the letter or memo of action is placed in the lot owner's file at the Shelter Bay Community office.

Version	Lot Committee	BOD Approval
Original		
Revision 1	July 1998	
Revision 2	August 2005	9/21/05
Revision 3		

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**NUISANCES AND LIVESTOCK GUIDELINES
SHELTER BAY COMMUNITY, INC.**

**DECLARATION OF PROTECTIVE COVENANTS
ARTICLE IV COVENANTS AND RESTRICTIONS**

9. **Nuisances.** No noxious or offensive activity shall be carried on upon any of the said property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The committee responsible shall determine what activity is noxious or offensive and such determination shall be conclusive.
13. **Livestock.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any of said property, except that dogs, cats and other household pets may be kept, provided that are not kept, bred or maintained for a commercial purpose, and provided they do not become a nuisance.

RULES AND REGULATIONS – PART I – GENERAL

II. GENERAL ACTIVITIES

- 2.7 Dogs off members' or tenants' premises are to be leashed at all times. Loose animals may be impounded. Dog owners are responsible for cleaning up feces left by their dog(s). No single household may have more than 3 dogs without the written permission of the Committee responsible.

V. PARKS AND BARBEQUE AREAS

- 5.9 Dogs shall not be allowed to run loose, but shall be leashed or confined except as herein provided. Dogs may be allowed off-leash on Martha's Beach so long as the owner maintains complete control and picks-up after them. If requested by a community member, the owner must put dogs back on leash.

XI. SCHEDULE OF FINES:

- 11.4 Pet Regulations: First violation \$50.00; each subsequent violation \$100.00.

LOT COMMITTEE GUIDELINES:

1. Suspected toxic material burned or used on property which may become a danger to property or others.
2. Annoying or continuous noise, (i.e. off hour construction, pets barking, loud music or noisy late night partying, playing basketball or on playground equipment close to neighbor's windows, etc.).
3. Complaints from neighbors on unusual decor, landscaping or usage of the property not in keeping with the style and manner of others in the neighborhood (playground equipment in front yard, basketball hoop attached to a garage).

4. Non adherence to pet restrictions (animals wandering loose, etc.).
5. Other complaints that constitute a nuisance or ongoing annoyance to surrounding neighbors.

PROCEDURE FOR IMPLEMENTATION:

1. A written complaint on the *Request for Lot Action* form should be addressed to the Lot Committee outlining the nuisance and its effect upon the complainant and/or the neighborhood. The Lot Committee member, responsible for assessing and monitoring nuisance problems, will review the complaint, talk with the offender to determine their view, and report to the Lot Committee with a recommendation for action. The first approach is to encourage neighbors to resolve issues between themselves. If positive interaction or resolution is not possible, the Lot Committee will recommend corrective action setting a date for completion.
2. The final resolution agreement shall be sent to the resident with a copy to the complainant outlining the appeal process. A copy of the complaint or a memo of action will be placed in the lot owner's file at the Shelter Bay Community office.
3. If the problem is not corrected to the satisfaction of the Committee, the matter will be referred to the Rules Committee for consideration of imposition of fines and/or legal action.

Version	Lot Committee	BOD Approval
Original	October 1996	
Revision 1	August 2005	9/21/05
Revision 2	Updated References	10/15/08
Revision 3		

**OFF-STREET PARKING AND
INOPERABLE VEHICLE GUIDELINES
SHELTER BAY COMMUNITY INC.**

**DECLARATION OF PROTECTIVE COVENANTS
ARTICLE IV, COVENANTS AND RESTRICTIONS**

17. **Off-Street Parking.** At least two off-street parking spaces for each single family residence shall be provided. Such spaces shall be used only for vehicles which are operational and in regular use. Such spaces shall not become a storage area for unused vehicles and other items which may detract from the natural beauty of surrounding areas. Driveways serving a single family residence must be no less than 25 feet in length from street edge to structure. (5/96)

LOT COMMITTEE RATIONALE

The intent of this covenant is to prevent long term parking of unused vehicles and storage of miscellaneous items visible from the street (i.e. camper shells, boats, etc.).

Shelter Bay is designated a single residence community. The normal number of cars could be considered to be one operable car per licensed driver living at the residence (see Renting and Leasing Guidelines). Most garages or carports are designed for one or two vehicles, therefore, one or two additional vehicles parked on the property would not warrant a complaint if there is adequate driveway parking space for the additional vehicles and the vehicles are used for daily transportation.

Commercial type vehicles (flat bed trucks, etc.) might be considered a nuisance or annoyance in that they are out of keeping in a residential setting; they could be considered detrimental to the residential ambiance and value of surrounding homes.

CRITERIA FOR IMPLEMENTATION

Definition of inoperable vehicle:

1. Vehicle is not in regular use by residents of the property;
2. Vehicle is not licensed;
3. Physical condition of the vehicle indicates that it may not be operable, is unsightly or in need of repair (i.e. broken windows, flat tires, major body damage, etc.).

PROCEDURE FOR IMPLEMENTATION

1. A member of the Lot Committee is assigned the responsibility to monitor off-street parking.
2. Following a complaint, the member will contact the owner, assess the problem and present the information to the Committee for final approval or resolution. A letter will be sent to the home owner requesting compliance to the Protective Covenants and/or Guideline, with a specific date for correction. A follow-up call is made by the liaison representative.
3. The owner and/or resident will be notified of the action and the process for appeal if necessary.
4. The outcome will be filed in the lot owner's file at the Shelter Bay Community office.

Version	Lot Committee	BOD Approval
Original		
Revision 1	June 1996	
Revision 2	August 2005	9/21/05
Revision 3		

LOT COMMITTEE GUIDELINES
RECREATIONAL VEHICLES
SHELTER BAY COMMUNITY, INC.

DECLARATION OF PROTECTIVE COVENANTS
ARTICLE IV, COVENANTS AND RESTRICTIONS

18. Recreation Vehicles and Trailers. No trailer, travel trailer, fifth wheeler, boat trailer, mobile home, motor home, boat, camper, or similar property shall be stored on any lot, tract, or parcel in the Survey of Shelter Bay, for longer than one seven (7) day period, or portion thereof, within any thirty (30) day period, without prior written approval of the committee responsible, unless stored in a garage or carport.

Travel trailers, motor homes, mobile homes or campers may be used for limited vacations or holidays or during construction of a dwelling upon specific written approval of the committee responsible. During temporary use of the above, all covenants and restrictions herein shall be strictly observed, including but not limited to the sewerage system. (5/97, 5/09)

Note: This covenant has been separated into paragraphs.

RECREATIONAL VEHICLE PARKING POLICY for all vehicles, except for trailers on construction sites, outlined in the Protective Covenants. Permits required only if the vehicle is to remain longer than seven days in a thirty day period.

On a vacant lot: For recreational and vacation purposes, the term shall not exceed three months in one year. When used as living quarters, all sanitary needs must be satisfied. Make application for permit to the Lot Committee.

On a lot with livable home: For clean-up, repair, trip preparation, guest housing, etc. When used as a guest housing term shall not exceed thirty days in one year and all sanitary needs must be satisfied. Make application for permit to the Lot Committee.

On a lot with home under construction: Make application for a permit to the Building Committee.

COMMITTEE RATIONALE

1. **Permits:** A permit is required if the vehicle will be parked for more than seven (7) days in any 30 day period. The 30 day period begins with the first day of parking. To park for 2 days and leave means the seven day period is used up for that 30 day period. After the 30th day of a vacancy a new thirty days can begin. An extension permit may be granted for appropriate exceptions but cannot exceed a total of one month in each year. (10/19/88) (A definition for this ruling was established by the Rules Committee in 1993. A later appeal from a resident on this ruling was denied by BOD).

2. Appropriate Exceptions for Consideration

- a. A week's extension (approved by the Lot Committee chairman or designee) for a short term repair or reloading of a vehicle that has exceeded the seven day period. If an extension longer than one week is requested, it should be reviewed by the Lot Committee. The accumulative extensions should not exceed 30 days during a calendar year.
 - b. If health reasons of the owner restrict the immediate moving of the vehicle, a short term extension may be granted.
 - c. Owners of recreational vehicles will be allowed 24 hours to load and unload for short trips without a permit.
3. Boat Trailers and Boats on Trailers: (Dinghies, trailers etc). Parking in excess of seven (7) days requires **prior** written approval from the Lot Committee.

PROCEDURE FOR IMPLEMENTATION

1. Lot Committee permits are available at the office and are granted by the Lot Committee Chairman or designee. Extensions also require signed permission by the Lot Committee Chairman or designee.
2. Information on residents not in compliance with the recreational vehicle guidelines is obtained weekly from the security log, from resident reports and Lot Committee monitoring.
3. A letter is sent informing the resident of noncompliance, setting a date for correction. If the owner does not comply by the specified date, following Committee review, the Chairman will send a letter to the homeowner indicating the violation and a set time to correct the violation. Information on the appeal process and time limitation is also included. A copy will be placed in the lot owner's file at the Shelter Bay Community office.
4. If a resident does not correct the violation to the satisfaction of the Lot Committee, the chairman will refer the violation to the Rules Committee. If a second violation occurs within a year, the lot owner is notified that the matter has been referred directly to the Rules Committee.

Version	Lot Committee	BOD Approval
Original	May 1997	
Revision 1	August 2005	9/21/05
Revision 2	Agreed to by Chair	8/15/07
Revision 3	Updated References	5/30/09

**RENTING OR LEASING OF REAL PROPERTY
AND TEMPORARY HABITATION
SHELTER BAY COMMUNITY, INC.**

**DECLARATION OF PROTECTIVE COVENANTS
ARTICLE V COVENANTS AND RESTRICTIONS**

4. **Renting/Leasing of Real property.** Owners and/or leaseholders have the right to rent or lease their real property subject to the following restrictions:
- a. **Members Use of Residence.** Members have the right to occupancy limited to ONE of the following:
 - (1) Single family unit. *
 - (2) Single family unit and one sharing guest. **
 - (3) Single family unit and one individual as a renter. **
 - b. **Renting/Leasing of Residence.** Members have the right to rent or lease their residence to a single family unit subject to the following restrictions:
 - (1) Prior to occupancy, landlord/tenant rental agreements shall provide that:
 - a. Occupancy shall be limited to members of a single family unit. **
 - b. A copy of the rental/lease agreement properly signed shall be provided to Shelter Bay Community, Inc.
 - c. Tenants shall provide the landlord and Shelter Bay Community, Inc. with a signed "Tenant Information and Statement of Understanding."
 - d. Failure to comply with the Protective Covenants and/ or Rules and Regulations of the community shall be deemed a breach of the lease agreement between the landlord and tenant and the lease relationship may be terminated by the landlord after appropriate notice of non-compliance.
 - e. Membership and voting rights in Shelter Bay Community, Inc. continues to reside with the landlord.
 - (2) Members are the party responsible for the proper conduct of tenants. Tenants shall be subject to all Protective Covenants and General Rules and Regulations of Shelter Bay Community Inc.
 - (3) House-sitter in residence. **

* Single family unit is defined as a person or persons related to one another through marriage, birth, adoption, or legal custody living together as a unit.

** If occupancy will exceed 30 days, the owner shall furnish a signed "Tenant Information and Statement of Understanding" to Shelter Bay Community, Inc.

**RENTING/LEASING FOR TERMS OF LESS THAN (30) DAYS SHALL BE
CONSIDERED IN VIOLATION OF RESIDENTIAL USE. (5/99)**

**DECLARATION OF PROTECTIVE COVENANTS
ARTICLE IV, COVENANTS AND RESTRICTIONS**

19. **Habitation of Temporary Structure.** No structure of a temporary character, tent, shack, garage, or any other outbuilding shall be used on any lot at any time as a dwelling except under a temporary written permit, which may be granted, upon specific time limitations of such use, at the discretion of the committee responsible. (5/09) (Reference updated 5/28/09)

RULES AND REGULATIONS – PART I – GENERAL

I. MEMBER RESPONSIBILITIES AND DENIAL OF PRIVILEGES

Shelter Bay members are responsible to insure that family, tenants, agents and guests comply with the Protective Covenants and the Community General Rules and Regulations.

1.5 Member’s responsibilities:

- a. If a member rents his/her property, it is the member’s responsibility to sign a contract to be on file in the office, detailing the name(s), address, phone number(s) and duration of any renter(s) occupancy of the member’s premise, including an acknowledgement that any fees, charges, etc. as defined in this procedure, continue to be the responsibility of the member.

II: GENERAL

- 2.8 Shelter Bay members who rent or lease their homes or docks shall provide a completed tenant information form to the community office.

PROCEDURE FOR IMPLEMENTATION

1. Upon receipt of a written complaint the Lot Committee member responsible for Rentals and Habitation will assess the difficulty and report the findings to the Lot Committee. A letter indicating the violation, the correction required and the appeal process will be sent to the owner with a copy to the renter.
2. If the matter is not corrected to the satisfaction of the Committee, a certified letter will be sent notifying the owner that the violation has been referred to the Rules Committee.

Version	Lot Committee	BOD Approval
Original		
Revision 1	August 2005	9/21/05
Revision 2	Updated References	10/15/08
Revision 3	Updated References	5/30/09

SATELLITE DISH AND ANTENNA GUIDELINES SHELTER BAY COMMUNITY, INC.

DECLARATION OF PROTECTIVE COVENANTS ARTICLE IV, COVENANTS AND RESTRICTIONS

32. **Satellite Dish Antenna.** Satellite dish antennas are subject to regulation. An installation permit is required from the committee responsible (5/90)

PURPOSE

The purpose of these guidelines is to maintain the appearance of the community by minimizing the visual impact of satellite dishes and other antennas.

COMMITTEE RATIONALE

The primary consideration is to locate the dish or antenna so that it is as inconspicuous as possible.

Satellite Dish Antenna Installation Regulations. The homeowner is also advised that the assigned committee member will be glad to discuss potential locations and answer any questions regarding installation.

IMPLEMENTATION

1. Homeowners are requested to fill out a *Request for Lot Action* form before installing a satellite dish.
2. If a satellite dish is installed without first completing a Form, the homeowner will be requested to complete a Form after the fact. The Form documents the dish installation as part of the community records for the lot and will protect the homeowner's interests if the installation is contested in the future. A copy will be placed in the lot owner's file at the Shelter Bay Community office.

All Other Antenna

Homeowners are required to complete a *Lot Action Request* form prior to installation of an antenna. The homeowner will be provided a copy of these installation criteria at the time the form is obtained at the community office and should confer with the assigned committee member prior to installation to minimize the possibility of changes after installation and in order to comply with these installation criteria.

LOCATION CONSIDERATIONS:

The location considerations applying to small satellite dishes apply to all other antennas and are enforceable in accordance with the Shelter Bay Covenants and these Guidelines.

After installation, the antenna location must be approved by the assigned Lot Committee member, authorized by the Committee with a copy placed in the lot owner's file at the Shelter Bay Community office.

Version	Lot Committee	BOD Approval
Original		
Revision 1	August 2005	9/21/05
Revision 2		
Revision 3		

**SIGN GUIDELINES
SHELTER BAY COMMUNITY, INC.**

**ARTICLE II, ARTICLES OF INCORPORATION
PURPOSES**

12. To regulate and/or prohibit the erection, posting, pasting or displaying upon any of said property billboards and/or signs of all kinds and character, and to remove and/or destroy any such billboards or signs erected or maintained upon said property with the authority of said corporation as provided in such restrictions, conditions and covenants, as may affect said property or any portion thereof.

**DECLARATION OF PROTECTIVE COVENANTS
ARTICLE IV, COVENANTS AND RESTRICTIONS**

12. Signs. No sign of any kind shall be displayed to public view on any lot tract or parcel, including "For Sale" or "For Rent" signs without written approval of the committee responsible. However, a lot owner may erect a sign not to exceed two (2) square feet in area to identify his residence.

RULES AND REGULATIONS – PART I – GENERAL

XII. SIGNS

- 12.1 No sign of any kind may be displayed to public view on any tract, parcel, or community property without written approval of the committee responsible, except, members may erect a sign not to exceed two (2) square feet in area to identify their place of residence.
- 12.2 No resident or their agents may post or erect signs of any kind within the boundary of the Shelter Bay entrance from the Entrance Gate to Pioneer Park Way.
- 12.3 Signs shall be removed if found in violation of the Protective Covenants or the General Rules & Regulations.
- 12.4 Residential "For Sale" signs: One per lot, not to exceed 2' x 2' attached to the structure or on a post not over 4' high, located in such a manner as to not obstruct the view of the roadway. The sign may have one attachment for the name and phone number of the real estate agent and one informational box. No other appendages or information can be attached by the member or the real estate company.
- 12.5 "Open House" signs: One standard size realtor sandwich board may be displayed within the property boundary from 12:00 noon to 6:00 p.m. each Saturday and Sunday. A standard sandwich board directional sign may be placed at each successive street change off Shelter Bay Drive during the time of the open house. Open house signs are not permitted within the boundary of the Shelter Bay entrance from the Gate to Pioneer Park Way.
- 12.6 Vacant Lot "For Sale" Signs: One sign only which conforms to the size and placement for residential "For Sale" signs.
- 12.7 Contractor's signs: One sign, not to exceed 2' x 2' attached to the structure, or on a post located in such a manner as to not obstruct the view of the roadway. It must be removed upon completion of construction or at the time the deposit is returned to the member.
- 12.8 "Garage Sale" signs: No signs will be approved until the manager has issued the Garage Sale permit or authorization has been given for a community-wide garage sale. Signs shall be consistent with Section 12.13 below.

- 12.9 House identification signs: Each resident is required to purchase and post a standard house number sign. The sign is white with blue numbers and may be purchased from Mortenson Signs (360) 424-5099. It should be visible from the street.
- 12.10 Decorative or informational signs: A decorative or information sign will be permitted upon recommendation by the Board of Directors and/or the Lot Committee.
- 12.11 Commercial, boat or vehicle "For Sale" signs shall not be displayed within Shelter Bay Community.
- 12.12 Political yard signs may be displayed for candidates running for political office and/or ballot issues in any election in which all members of the community can be eligible to vote. Political yard signs shall be limited to one sign per candidate and per issue not to exceed 2-feet by 2-feet in size, attached to the structure or on a post not over 4-feet high. If attached to a post, the sign shall be located within the boundaries of the lot and located in such a manner as to not obstruct the view of the roadway. Political yards signs may be posted up to three weeks prior to the election, and must be removed within 48-hours after the election.
- 12.13 Except as otherwise provided, all signs posted in Shelter Bay shall:
 - a. Be no larger than 12" x 14" and firmly affixed to a stake or post not over 3' in height
 - b. Not be attached to street sign posts, fencing or fence posts, utility poles or posted within the boundary of the Shelter Bay entrance from the Community Patrol gate to Pioneer Parkway, nor on any other type of community signpost.
 - c. Not placed on any private lot without the member's permission.
 - d. Be removed immediately after the function.
 - e. Be removed if not in accordance with the above items or found in violation of the General Rules & Regulations or Protective Covenants. Permit violations are subject to review by the Rules Committee and possible sanctions.
 - f. One directional sign may be placed at each successive street change off Shelter Bay Drive and at the function location.

COMMITTEE RATIONALE

Since the development of Shelter Bay Community the Articles of Incorporation, the Protective Covenants and the General Rules and Regulations have been restrictive in order to maintain a community ambience that is as free as possible from signage.

PROCEDURE FOR IMPLEMENTATION

1. A member of the Lot Committee will serve as the liaison for signage.
2. A completed *Request for Lot Action* form must be submitted to the Shelter Bay Community office for approval prior to the placement of any "For Sale" sign within Shelter Bay.
3. If a sign is at variance with the General Rules and Regulations, the Lot Committee will notify the owner or the realty company of the violation, stating a date for compliance.
4. If a sign is not in compliance by the specified date, the Committee reserves the right to remove the sign from the premises. If so, the owner or realty agent will be notified of the action and the location of the sign. If an Open House or Contractor's sign is out of compliance, it will be removed. Signage procedure is periodically posted in the Shelter Bay newsletter and in notices sent to real estate agencies doing business in Shelter Bay.
5. If a sign located in accordance with the General Rules and Regulations can not be placed to meet the requirements, a variance may be requested in writing from the Lot Committee. If a variance is granted, a tag signed and dated by the Lot Committee member responsible to monitor signage must be attached to the side of the sign post and a copy of the variance placed in the lot owners file at the Shelter Bay Community office.

Version	Lot Committee	BOD Approval
Original		
Revision 1	August 2005	9/20/05
Revision 2	Updated References	10/15/08
Revision 3		

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RECREATIONAL VEHICLE STORAGE LOT GUIDELINES SHELTER BAY COMMUNITY, INC.

RULES AND REGULATIONS – PART I – GENERAL

VII. VEHICLE STORAGE LOT

- 7.1 No space in the storage lot will be occupied unless and until a lease or sublease for that space has been executed.
- 7.2 Vehicles or property parked or stored in the storage lot will be the property of the lessee who is a member in good standing of Shelter Bay Community.
- 7.3 No noxious or hazardous material will be stored in the storage lot except that vehicle fuel and heating or cooking fuel may be stored in vehicle fuel tanks or pressurized fuel bottles which are connected to vehicle trailer, camper or motor home systems.
- 7.4 All property stored in the space shall be parked or located one foot inside the side boundaries and within the rear and front boundaries of the space.
- 7.5 The speed limit within the storage lot is 5 miles per hour.
- 7.6 Children under 12 years of age are not permitted in the storage lot except in the immediate presence of a parent or other responsible adult.
- 7.7 Animals shall be leashed at all times when on the storage lot premises.
- 7.8 All covenants and general rules and regulations apply to the storage lot.
- 7.9 The name, address and telephone number of the owner is to be conspicuously displayed on each vehicle, boat or trailer stored in the lot.
- 7.10 No structures (sheds, lean-tos, tents) will be erected in the storage lot without written approval of the Lot Committee.
- 7.11 No more than two (2) spaces may be rented by a member without the written approval of the Lot Committee.

PROCEDURE FOR IMPLEMENTATION

- 1. Each lessee must sign a lease agreement at the Community Office.
- 2. The assigned liaison from the Lot Committee regularly monitors the condition of the storage lot. If storage items need to be brought into compliance or the condition of the lot needs maintenance or repair, the Liaison checks with the Manager and reports to the Committee. The owner or renter is advised of the problem by letter requesting corrective action by a specific date.
- 3. If there is a failure to respond to the satisfaction of the Committee, the owner will be sent a letter requesting termination of the rental and removal of his/her property from the storage lot.

Version	Lot Committee	BOD Approval
Original	July 1998	
Revision 1	August 2005	9/21/05
Revision 2	Updated References	10/15/08
Revision 3		

**UNKEMPT LOTS AND MAINTENANCE GUIDELINES
SHELTER BAY COMMUNITY INC.**

**ARTICLE II, ARTICLES OF INCORPORATION
PURPOSES**

4. To care for any lots and plots in said property, to kill, destroy and/ or remove from any said lots and plots, grass, weeds, rodents, predatory animals and any unsightly or obnoxious thing; And to take any action with reference to such lots and plots as may be necessary or desirable in the option of the board of directors of said corporation, to keep the property clean and in good order; to make and collect charges therefor.

**DECLARATION OF PROTECTIVE COVENANTS
ARTICLE V, COVENANTS AND RESTRICTIONS:**

2. **Unkempt Lots.** The committee responsible shall have the right at all times, but shall not be under obligation, to enter upon all lots, tracts, or parcels of said property to care for, cut the grass upon and remove or destroy weeds and rubbish or to correct in a reasonable manner conditions deemed hazardous by said committee from any such lot, tract or parcel, if the owner of the lot or leasehold thereof shall not have corrected any such condition after receipt of reasonable notice, for the purpose of maintaining an attractive overall appearance for said property; and to charge the owner or owners of the lot or of the leasehold of said lot, tract, or parcel the actual cost plus ten per cent for services rendered in alleviating any such unsightly condition which charge shall constitute a lien against the property enforceable as provided in the case of dues, assessments, and maintenance as provided in the lease and/ or conveyance of said lot, tract or parcel from the Declarant. *(5/90)*

ARTICLE IV, COVENANTS AND RESTRICTIONS

15. **Refuse.** No lot, tract, or parcel within the survey of Shelter Bay shall be used as a dumping ground for rubbish, refuse, garbage, grass cuttings or other debris. *(5/97)*

RULES AND REGULATIONS – PART I – GENERAL

I. MEMBER RESPONSIBILITIES AND DENIAL OF PRIVILEGES

- 1.2 Shelter Bay members are responsible for maintenance of their lots: mowing, clearing of overgrown brush and dead trees, drainage and ditching. Any lot that the manager deems neglected and in need of mowing will be mowed by the community and the member will be billed the customary charge.

II. GENERAL ACTIVITIES

- 2.2 Littering is prohibited.

COMMITTEE RATIONALE

The Lot Committee respects the Community's desire to ensure that lots within Shelter Bay are well-maintained. The Committee defines well-maintained as reflecting the residential nature of the neighborhood and the quality of the homes therein.

Undeveloped Lots: Lots can remain natural except for trees which could become a danger, growth which may encroach upon neighbor's property or detract from the value and enjoyment of their lot, or become a fire hazard. If the lot is mowable, arrangements should be made prior to April 1st for the ongoing mowing maintenance.

Developed Lots: Lots should be maintained and shrubbery prudently managed. If properties become overgrown, unsightly, dangerous, or hinders a neighbor's enjoyment of their property, the owner can be required to maintain the lot, shrubbery or trees in a manner which does not detract from the enjoyment and value of neighbor's lots.

Maintenance: Structures and Fences should be maintained in good repair and appearance.

Refuse: The dumping of refuse is not allowed.

PROCEDURE FOR IMPLEMENTATION

Refuse. Upon receipt of a written complaint, the home or lot owner will be notified, either by the committee at the time of inspection or by a letter, requesting compliance. If the lot owner fails to comply or a second violation occurs, the matter will be referred to the Rules Committee for appropriate action. The owner will be notified of the violation and the appeal process, and a copy will be placed in the lot owner's file at the Shelter Bay Community office.

Unkempt Lots. A member of the Lot Committee is assigned to oversee lots and maintenance, make initial site visits and recommend action to the Lot Committee.

A letter is sent to residents whose lots are not in compliance requesting corrective action by a specified date. This includes drainage problems and regular maintenance. If the matter is not completed to the satisfaction of the Committee, corrective action can be taken and the owner billed. Ongoing violations will be referred to the Rules Committee. The owner will be notified of the referral and advised of the appeal process. A copy of the letter will be placed in the lot owner's file at the Shelter Bay Community office.

Version	Lot Committee	BOD Approval
Original	March 1997	
Revision 1	August 2005	9/21/05
Revision 2	References Updated	10/15/08
Revision 3		

**FORMS
LOT COMMITTEE
SHELTER BAY COMMUNITY, INC.**

REQUEST FOR LOT COMMITTEE ACTION (1 page, 2 sides)

RECREATIONAL VEHICLE PERMIT REQUEST (1 page, 2 sides)

GARAGE SALE PERMIT (1 page)

This form is submitted to and approved by Shelter Bay Management. Refer to Rules and Regulations – Part I – General, Article 2.10.

STORAGE LOT LEASE AGREEMENT (1 page, 2 sides)

This form is administered by Shelter Bay Management. Refer to Rules and Regulations – Part I – General, Article 7.1.

TENANT INFORMATION AND STATEMENT OF UNDERSTANDING (3 pages, 2 sides)

This form is administered by Shelter Bay Management.

RENTAL AGREEMENT (supplied by member)

This form is administered by Shelter Bay Management. Refer to Rules and Regulations – Part I – General, Article 1.5 a.

FOR SALE SIGN – No Form

Refer to Rules and Regulations – Part I – General, Article 12.4.

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shelter bay community, inc.

1000 Shoshone Drive • La Conner, WA 98257 • 360-466-3805

For Office Use Only	
Applicant is a member in good standing	
Initials _____	Date _____

Request for Lot Committee Action

Applicant/Complainant Name:	Lot # & Street Name:	Telephone #:	Date:
Mailing Address:		E-mail Address:	
If this is a complaint, please provide information about the offending lot below:			
Owner Name:	Lot # & Street Name:	Telephone # (if available)	
Specific description of work or complaint (If this is a complaint, concern or incident, the description should answer the Who, What, Where, When, Why, questions. State what you expect as a resolution. For tree action requests, refer to instructions on reverse side for required and suggested exhibits).			
<i>Continued on reverse? Yes No (circle one)</i>			
----- *** MUST COMPLETE SECTION BELOW *** -----			
Attached: () Sketch () Photos		Work to be performed by & completion date (see reverse):	
Applicant/Complainant's Signature:		Contractor Telephone #	

Adjoining or affected lot owners must sign this application:

Signature	Lot #	Agree	Disagree	Signature	Lot #	Agree	Disagree

----- **BELOW FOR COMMITTEE USE** -----

Site inspection by Lot Committee Date:

Name	Signature	Name	Signature
Lot Committee Comments:			
Monitor Required? Monitor Name & Telephone # Yes No		Tribal SSA Permit Required Y / N Date of Request to Manager: _____	
SSA # _____		Fee: _____	
Approved	Disapproved	Chairman Signature:	Approval Date: _____
		*Permit Expires:	

**Applications/permit expire 1 year from date of issue.*

The Lot Committee meets the 1st & 3rd Thursday of the month in the Clubhouse. Applications must be in by noon the Tuesday before in order to be on the agenda. All meetings are open to the public. Discussion will be limited to those items on the Agenda.

Instructions for Lot Committee Action Request Form

The Lot Committee would like applicants to be aware of the following items as they fill-in the application:

1. The Lot Committee meets on the 1st and 3rd Thursday of the month at 9:00 a.m. Holiday meeting times may vary. Please check with the website, newsletter or the office for the meeting schedule. **Applications must be in by noon the Tuesday before the meeting in order to be on the agenda. All meetings are open to the public. Discussion will be limited to items on the agenda. Contact the Committee if you have any questions.**
2. If the application is complete, time allows and weather permits, the committee will act on the request at the first meeting following its submission. A site inspection will be made at that time. The applicant should be home on that day or make sure to provide a sketch or photos clearly detailing the work to be done. If the applicant is not home and no sketch or photos have been submitted, the request will be reviewed at the next meeting when the application is complete.
3. All trees listed for requested action should be appropriately marked. Flagging tape and instructions are available in the Shelter Bay Office. No permit is required if you or someone else planted the tree, or if the branches you wish to cut are less than 6 inches in diameter, or if the diameter of the tree is 6 inches or less at 5 feet above the ground.
4. Signatures of adjoining lot owners must appear on the front of this form and indicate either agreement or disagreement with the proposed work. The date of work and contractor's name must also be included.
5. The Lot Committee may determine that there are other lot owners who may also be affected in a relevant way and their signatures, noting either their agreement or disagreement, would also be required as in Item 4 above.
6. You must have this signed/approved permit in your possession before proceeding with the work.

Cooperation regarding the above items will allow the Lot Committee to process the request in a timely manner. Incomplete applications will be returned to the applicant.

1. View restoration requests will initiate a letter being sent to affected lot owners with a copy to the requestor. The Lot Committee must take many things into consideration when making decisions concerning trees. Any tree cutting should not be scheduled for at least two weeks after the Lot Committee meeting and approval.
2. The approved application will usually be available at the office for pick-up three (3) business days following the Thursday meeting. Some cases may take longer if further research/permits are required.

Please call the Committee's Secretary with any concerns or questions – 360-466-3805.

(Continued from front side)

The Lot Committee meets the 1st & 3rd Thursday of the month in the Clubhouse. Applications must be in by noon the Tuesday before in order to be on the agenda. All meetings are open to the public. Discussion will be limited to those items on the Agenda.



shelter bay community, inc.

1000 Shoshone Drive • La Conner, WA 98257 • 360-466-3805

For Office Use Only	
Applicant is a member in good standing	
_____	_____
Initials	Date

RECREATIONAL VEHICLE PERMIT REQUEST FORM

Date _____

Approval of this permit authorizes _____ Lot # _____

Name: _____

To park a _____ on Lot # _____

From: _____ To _____

For What Reason: _____

LIVE ON BOARD VESSEL: _____

Vessel Name

*(See rules * on page 2 attached)*

Dock & Slip Number:

(If private dock) Lot # _____

For What Reason: _____

Occupied vehicles and/or vessels must be equipped with approved sanitation facilities and unless connected to the Shelter Bay sewer system, shall not discharge sewage except to approved sewage discharge facilities. Applicant agrees that he will comply with all Covenants and General Rules & Regulations of Shelter Bay Community, Inc.

Applicant Signature: _____ Phone: _____

Approved by: _____ Date: _____

THIS PERMIT EXPIRES ON THE DATE BELOW

POST PERMIT WHERE VISABLE BY ROAD OR DOCK

RECREATIONAL VEHICLE PARKING POLICY

On vacant lot

For recreational and vacation purposes. Term shall not exceed three months in one year. When used as living quarters, all sanitary needs must be satisfied. Make application for permit to the Lot Committee.

On lot with liveable home

For clean-up, repair, trip preparation, guest housing, etc. When used as guest housing term shall not exceed thirty days in one year and all sanitary needs must be satisfied. Make application for permit to the Lot Committee.

On lot with home under construction

Make application for a permit to the Building Committee using Building Committee Guidelines, Exhibit M.

NOTE

This policy applies to all types of vehicles as outlined in Article IV, Item 18 of the Shelter Bay Covenants. Permits required only if the vehicle is to remain longer than seven days in a calendar month. Violators will be notified in writing and removal will be requested. Continued violations will be referred to the Rules Committee for resolution.



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For Office Use Only	
Applicant is a member in good standing	
_____	_____
Initials	Date

GARAGE SALE PERMIT

Date _____

Name: _____ Lot # _____

Street Address: _____ Phone #: _____

Mailing Address: _____ Cell/Contact #: _____

Date(s) of Sale: _____ through _____

GARAGE SALE POLICY AND RESTRICTIONS

With an approved permit, members/renters may hold two garage sales each year. Such sales may be held on Saturdays and Sundays only. Signs publicizing a garage sale may be put in place the day prior to the event and shall:

1. Be no larger than 12" x 14" and firmly affixed to a stake or post not exceeding 3' in height.
2. Not be attached to any street sign posts, fencing or fence posts, utility poles, Shelter Bay sign posts, in the planter box at the intersection of Reservation Road and Shelter Bay Drive, or on any other type of Community sign or post.
3. Not be permitted at the security gate or between the gate and the entrance to Shelter Bay at 1st Street.
4. Not be placed on any private lot without the owner's permission.
5. Be allowed for directional purposes with not more than one sign placed at each successive street change off of Shelter Bay Drive during the times of the sale.
6. Be removed no later than 6:00 p.m. on the last day of the sale.
7. Be removed if found in violation of the above or any other Shelter Bay Rules and Regulations and/or the Protective Covenants. Violations are subject to Rules Committee sanction.

Please contact the Shelter Bay Webmaster and/or the Newsletter Editor for placing a classified ad for your sale within the Community.

I have read and agree to the above garage sale policies/procedures.

Applicant Signature

Date

**POST PERMIT WHERE VISIBLE DURING THE GARAGE SALE
THIS PERMIT EXPIRES THE LAST DAY OF THE GARAGE SALE AS SHOWN ABOVE**

Permit Approved:

Manager or Designee

Date

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shelter bay community, inc.

1000 Shoshone Drive • La Conner, WA 98257 • 360-466-3805

STORAGE LOT LEASE AGREEMENT

This lease agreement was entered into on _____ between Shelter Bay Community, Inc., a Washington non-profit corporation, hereinafter referred to as "Lessor" and _____ who shall hereinafter be referred to as "Lessee".

RECITALS

WHEREAS, Lessee is a Member of Shelter Bay Community, Inc., and

WHEREAS, Lessor owns a self-service storage facility and desires to lease storage space on said Shelter Bay Community, Inc, Recreational Vehicle Storage Lot, NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1 – RENTAL

Lessor hereby rents and leases to Lessee and Lessee hereby leases from Lessor Storage Space No. _____ (hereinafter "Storage Space") located at the Shelter Bay Community, Inc. Recreational Vehicle Storage Lot for the term and at the rental provided for in this lease agreement.

1.1 The Lessee agrees that this Lease shall be effective only so long as the Lessee is a Member of Shelter Bay Community, Inc., as defined in the Articles of Incorporation of Shelter Bay Community, Inc.

1.2 Within fourteen (14) days of such date that the Lessee is no longer a Member of Shelter Bay Community, Inc., this lease shall terminate without further notice and Lessee shall remove all of Lessee's property from such storage space and shall return the key to the Shelter Bay Community, Inc. Recreational Vehicle Storage Lot to the Shelter Bay Community, Inc. Office.

1.3 All items to be stored must be identified on this lease pursuant to Section 2 of this Agreement and are subject to the approval of the Lessor's manager or designated agent. Lessee shall comply with all of the Rules and Guidelines of the Lessor and shall abide by all other rules, regulations and covenants of Shelter Bay Community, Inc.

SECTION 2 – LIST OF ITEMS TO BE STORED & LIMITATIONS ON ITEMS TO BE STORED

2.1 The Lessee desires to store the following items on said Storage Space (list by make, model and license number where applicable). Lessee must list any lien holder or secured party, pursuant to RCW 19.150.120, who has an interest in the property:

PROPERTY DESCRIPTION	LIEN HOLDER or Secured Party Name & Address

2.2 Lessee agrees that only the items set forth in Section 2.1 shall be stored on the Lessee's Storage Space and Lessee agrees to apply to the Lessor to amend this list should the Lessee desire to store any additional items on said Storage Space.

2.3 Items stored on said Storage Space must be mobile so as to facilitate removal in the event of emergency. Issues regarding mobility shall be resolved by Lessor's Manager or designated agent. Storage sheds which have been approved by the Lessor's Manager or designated agent may be stored on designated spaces and shall be exempt from the mobility requirements.

2.4 Items stored shall be within the boundaries of the Storage Space assigned. No item shall be closer than 12 inches to a space side line, or closer than 24 inches to a fence.

2.5 If the Lessee stores items which are not listed in Section 2.1 above, Lessor may remove such items at the Lessee's sole expense and may elect to terminate this Agreement.

2.6 No flammable or hazardous materials of any kind shall be stored, with the exception of fuels contained in tanks approved for their use, and properly attached to the stored vehicle.

2.7 Lessee agrees that Lessee shall not maintain any business, operate any machinery, or use said Storage Space for any commercial, industrial, or retail or wholesale purpose. The premises are intended for the sole and exclusive use for the storage of property owned or lawfully in the possession of Lessee.

SECTION 3 – RENT

The yearly rental fee for the space leased by Lessee shall be <SpelledRate> Dollars (<AnnualRate>.00). Provided, however, that the rate may be changed by the Lessor upon giving fourteen (14) days written notice to Lessee.

SECTION 4 – TERM

This lease agreement shall be on a yearly basis, unless Lessor or Lessee gives fourteen (14) days written notice of the intention to terminate this lease agreement or by the mutual agreement of the parties or by the failure of Lessee to pay the rent when due and payable.

SECTION 5 – DELINQUENT PAYMENT

5.1 Rental payments shall be due and payable in advance.

5.2 In the event that rental payment is not received by the thirtieth (30th) day of the month in which it has become due and payable, the rental payments shall be considered as delinquent.

5.3 Failure to pay the rental payment when due shall constitute a basis for termination of this lease agreement.

SECTION 6 – MAINTENANCE

This is a self-service facility. Lessee shall keep and maintain the premises in a clean and sanitary condition including removal of weeds, grass, and other growth or debris. Lessee shall not permit the accumulation of rubbish liquid waste, or refuse on the premises. Lessee shall at the termination of this lease agreement leave the premises in clean condition.

SECTION 7 – OTHER RESTRICTIONS ON USE

7.1 Children under the age of 12 are not permitted in the Storage Lot unless accompanied by a responsible adult.

7.2 Pets must be leashed and under the control of owner.

7.3 Speed limit within the Lot is 5 MPH.

SECTION 8 – DEFAULT & LIEN

8.1 Pursuant to RCW 19.150.020, Lessor shall have a lien for storage charges and for money necessarily expended in and about the premises for the care, preservation, and keeping of the property stored. Lessor also shall have a lien for the attorney fees and expenses of sale where default has been made in satisfying a valid lien.

8.2 Lessee acknowledges that Lessee's property is subject to a claim of lien and may even be sold to satisfy the lien if the rent or other charges due remains unpaid for fourteen (14) consecutive days pursuant to RCW 19. 150.120.

8.3 Lessor may take possession of and sell the property in any manner provided by law, and may credit the net proceeds against any amounts due under the terms of this lease agreement or against any judgment obtained in an unlawful detainer proceeding, including costs and reasonable attorney fees.

SECTION 9 – RELEASE OF LESSOR FROM LIABILITY

9.1 Lessee hereby releases Lessor from all liability and claims for damages by reason of injuries of any kind to any persons, including Lessee or any property of any kind whatsoever and to whomsoever belonging, including Lessee from any cause or causes whatsoever while in, upon, or in any way connected with the premises during the term of this lease agreement or any extension of this lease agreement or any occupancy under this lease agreement.

9.2 Lessee agrees to save and hold Lessor harmless from any liability, loss, cost, or obligation on account of or arising out of any such injuries or losses however occurring, including attorney fees and costs.

9.3. Lessor shall not be responsible for theft or damage, if any, to such property nor any damage caused by fire, water, or from any cause whatsoever. Lessor shall have the right to enter into and upon the Lessee's Storage Space for the purpose of inspecting the condition of the premises.

SECTION 10 – ATTORNEY FEES

Lessee shall pay Lessor's reasonable attorney fees in the event any action is instituted at law to enforce any covenant contained in this lease agreement or to recover any rent due or to recover possession of the demised premises for any default or breach of this lease agreement by Lessee.

SECTION 11 – DISPUTES

Disagreements regarding the use of the Storage Space or the interpretation of this lease shall be resolved by the Shelter Bay Community, Inc. Manager and/or the Shelter Bay Community, Inc. Lot Committee. Lessees may appeal such decisions through the Shelter Bay Community, Inc. appeal process.

SECTION 12 – GOVERNING LAW

It is agreed that this lease agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington. Venue for any civil actions shall be in the Skagit County Superior Court.

SECTION 13 – EFFECT OF PARTIAL INVALIDITY

The invalidity of any part of this lease agreement will not and shall not be deemed to affect the validity of any other part. In the event that any provision of this lease agreement is held to be invalid the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

SECTION 14 – WAIVERS

Waiver by Lessor of any breach of any covenant or duty of Lessee under this Lease Agreement is not a waiver of a breach of any other covenant or duty of Lessee, or of any subsequent breach of the same covenant or duty.

SECTION 15 – REMEDIES OF LESSOR CUMULATIVE

The remedies given to Lessor in this Lease Agreement shall be cumulative, and the exercise of any one remedy by Lessor shall not be to the exclusion of any other remedy.

SECTION 16 – ENTIRE AGREEMENT

This Agreement, along with all other documents referred to in this Agreement, which are incorporated herein by reference, constitutes the entire agreement contemplated by the parties. No promise or undertakings of any kind whether made contemporaneously herewith or prior hereto is to be, or considered to be, a part of this agreement.

Failure to comply with any portion of this agreement will cause the "Lessee" to be subject to a fine(s) and/or eviction. Fine(s) include the dollar amount plus clean-up and other charges.

SECTION 17 – NOTICES

All notices, demands, requests, consents, approvals and other items required or permitted to be given pursuant to the terms of this Agreement shall be in writing, and shall be deemed to have been properly given, and received three days after postmark, if sent by certified mail, postage-prepaid, return receipt requested to the addresses set forth below:

Lessee:	Alternate Address of Lessee (Pursuant to RCW 19.150.120(2)) to whom Preliminary Lien Notice and subsequent notices may be sent:
<u>Name</u>	_____
<u>Address</u>	_____
<u>City, State, Zip</u>	_____

Lessor: Shelter Bay Community, Inc.
1000 Shoshone Drive
La Conner, Washington 98257

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the date indicated below.

LESSEE

LESSOR
SHELTER BAY COMMUNITY, INC.

Signature	Lot #	Date	By:	Date
BOD: 1/21/09			VI	Lot Committee, Page 40
Print Date: 7/1/10				



shelter bay community, inc.

1000 Shoshone Drive • La Conner, WA 98257 • 360-466-3805

Tenant Information and Statement of Understanding

Recognizing that Shelter Bay is a private community and as a condition of occupancy of Lot # _____ we, the undersigned, acknowledge by **marking each box below** that we understand our responsibilities as renter/lessee of Shelter Bay property.

1. We have read the copy of the Declaration of Protective Covenants and the General Rules and Regulations of Shelter Bay Community, Inc. that have been provided to us, and we understand that these rules apply to us, as tenants, as well as to the landlord/owner.
2. We, as tenants, agree to comply fully with the above Covenants, Rules and Regulations and any changes that may be instituted during our tenancy. Further, we understand our responsibility for insuring that minor children and/or temporary house guest occupying the premises, must comply fully.
3. Failure to comply with the Covenants, and/or the Rules and Regulations of the Community, shall be deemed a breach of the lease agreement between my landlord and us, and the lease relationship may be terminated by the landlord after appropriate notice of non-compliance.
4. We understand that the house shall be used as a single-family residence only. The undersigned are the only adult persons that will occupy the premises. Should this situation change, we will immediately notify the Shelter Bay Community Office.
5. GATE CARD: A refundable deposit of \$25.00 for each card is required. The deposit will be refunded when the card(s) are returned in useable condition. These cards are to be used for admittance at the entrance gate and the marina restrooms.

Tenant Information and Statement of Understanding

Names of all adults living in the house.

_____, Age: _____
_____, Age: _____

Names of all children living in the house.

_____, Age: _____
_____, Age: _____
_____, Age: _____

Mailing Address:

Street or Box: _____
City: _____, State: _____, Zip _____

Home Telephone: _____, Work Telephone: _____

Place of Employment: _____

Occupancy Date: _____, Duration of Lease: _____

PETS: Description and names (no livestock, poultry, animals, EXCEPT dogs, cats and other small household pets): _____

Renters/Lessees Signatures:

1. Adult Signature: _____, Date: _____

2. Adult Signature: _____, Date: _____

Acknowledgement of Owner/Landlord:

Owner's Signature: _____, Date: _____

	<u>OFFICE USE ONLY</u>		
Gate Card Deposit Paid	Date	Amount	Initials
	_____	_____	_____

Excerpt from Declaration of Protective covenants, as follows:

4. **Renting/Leasing of Real Property.** Owners and/or leaseholders have the right to rent or lease their real property subject to the following restrictions.
- a. Members use of residence: Members have the right of occupancy limited to ONE of the following:
 - (1) Single family unit.*
 - (2) Single family unit and one sharing guest.**
 - (3) Single family unit and one individual as a renter.**
 - b. Renting/leasing of residence. Members have the right to rent or lease their residence to a single family unit subject to the following restrictions:
 - (1) Prior to occupancy, landlord/tenant rental agreements shall provide that:
 - (a) Occupancy shall be limited to members of single family unit.
 - (b) A copy of the rental/lease agreement properly signed shall be provided to Shelter Bay Community, Inc.
 - (c) Tenants shall provide the landlord and Shelter Bay Community, Inc. with a signed "Tenant Information and Statement of Understanding".
 - (d) Failure to comply with the Protective Covenants and/or Rules and Regulations of the community shall be deemed a breach of the lease agreement between landlord and tenant and the lease relationship may be terminated by the landlord after appropriate notice of noncompliance.
 - (e) Membership and voting rights in Shelter Bay Community, Inc. continues to reside with the landlord.
 - (2) Members are the party responsible for the proper conduct of tenants. Tenants shall be subject to all Protective Covenants and General Rules and Regulations of Shelter Bay Community, Inc.
 - (3) House-sitter in residence.**

* Single family unit is defined as a person or persons related to one another through marriage, birth, adoption, or legal custody living together as a unit.

** If occupancy will exceed 30 days, the owner shall furnish a signed "Tenant Information and Statement of Understanding" to Shelter Bay Community, Inc.

RENTING/LEASING FOR TERMS OF LESS THAN (30) DAYS SHALL BE CONSIDERED IN VIOLATION OF RESIDENTIAL USE. (5/99)